



EMPLOYEE CONFIDENTIAL INFORMATION  
AND INVENTION AGREEMENT

As one of the considerations of my employment or the continuation of my employment (it being understood that this agreement does not itself give me rights to employment or continued employment) by Sperry Corporation or by any of its subsidiaries, including any division of Sperry Corporation or of any of its subsidiaries (such corporation, its successors and the subsidiaries of such corporation or their successors being hereinafter individually and collectively called "the Company"), I agree as follows:

1. I will not directly or indirectly during or after the term of my employment

(a) give to any person not authorized to receive it any information that is classified for purposes of national security; or

(b) give to any person not authorized by the Company to receive it or use, except for the sole benefit of the Company, any of the Company's proprietary data or information whether relating to products, equipment inventions, ideas, designs, processes, research or otherwise and including, without limitation, any of the Company's manufacturing, technical or scientific know-how; or

(c) give to any person not authorized by the Company to receive it, any drawing, sketch, layout, formula, specification, report, written manufacturing or technical information or the like owned by the Company, or any copy thereof; or

(d) give to any person not authorized by the Company to receive it, any information that is designated by the Company as "Limited" or "Private".

2. I will keep myself informed of the Company's policies and procedures for safeguarding Company property, including proprietary data and information, and will strictly comply therewith at all times. I will not, except when authorized by the Company, remove any Company property from Company premises. I will return to the Company, immediately upon termination of my employment or upon my transfer within the Company, all Company property in my possession or control.

3. I will grant (and do hereby grant) to the Company the sole and exclusive ownership of (including the sole and exclusive right to reproduce, use or disclose for any purpose) any and all reports, drawings, blueprints, data, writings and technical information made or prepared by me alone or with others during the term of my employment, that relate to apparatus, compositions of matter or methods pertaining to the Company's business during the term of my employment. I acknowledge that all such reports, drawings, blueprints, data, writings and technical information are property of the Company within the scope of paragraph 1(b) and Paragraph 1(c) above.

4. I will advise the Company's Patent Department in writing in detail of each invention that I alone or with others make or conceive during the term of my employment, whether or not I make or conceive it in the course of my employment. I will, without further consideration other than reimbursement of my expenses to the extent hereinafter provided, assign (and do hereby assign) to the Company or to its nominee all my right, title and interest in each such invention that, in whole or in part, is in or relates to apparatus, compositions of matter or methods pertaining to the Company's business during the term of my employment, and will, at all times, whether during or after the term of my employment, execute, acknowledge and deliver such assignments, affidavits and other instruments prepared by the Company or its nominee and do such other things as will assist the Company or its nominee to obtain for the benefit of the Company or its nominee patents on each such invention in any and all countries. The expenses for which the Company or its nominee shall be obligated to reimburse me shall be limited to mailing charges and notary fees and to such payments to others that the Company or its nominee has given me prior written authorization to make.

5. There are excluded from the operation of paragraph 4: (a) all patents issued in my name, alone or with others, prior to the date of my first employment by the Company, and (b) the inventions that are listed on the reverse side hereof under the heading "Excluded Inventions".

6. This agreement shall inure to the benefit of and be enforceable by the Company and its assigns and shall be binding upon me and my legal representatives.

Original to be signed and dated by employee,  
witnessed by a duly authorized representative  
of the Company, and retained by the Company.  
Copy to be given to employee.